

Terms of Use

Patent.bot.lawyer (the “Website”) is operated by PatentBot, LLC (hereinafter referred to as “We”, “Us”, “Our” and/or the “Company”), located at 123 E. Main St., 5th Floor, Charlottesville, VA 22902. Your use of the Patent Bot software (hereinafter the “Patent Bot”) and the Website (hereinafter collectively referred to as the “Services”) is subject to these Terms of Use (hereinafter referred to as the “Terms”, the “Agreement”).

By accessing and using the Services, You are agreeing to be bound by this Agreement, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing the Services.

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If the alterations constitute a material change to the Agreement, the Company will notify you by posting an announcement on the Web-site. What constitutes a “material change” will be determined at the Company’s sole discretion, in good faith and using common sense and reasonable judgment. At all times you shall review and become familiar with any such modification. Use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

Section 1. The Use of Software

1. The Company does not provide for any legal services related to trademark prosecution or provision of legal advice. The Services, provided by the Company to you, merely relate to enabling you to fill in the application form for the trademark prosecution.
2. Filling in such form enables you to: – get informational support of filing application for TM registration; – get informational support of filing statement of use; – get informational support of filing an application for TM registration in the USA on the basis of international application/TM certificate.
3. Access to the Patent Bot is provided to you 24 hours a day at www.m.me/patent.bot.lawyer link.
4. You undertake not to use the Patent Bot for actions that violate any and each applicable legislation.

Section 2. The Cost of Services and Payment Procedure

1. The cost of services provided by the Patent Bot in various jurisdictions can be accessed on the Website via this link <https://patent.bot.lawyer>.
2. The cost of services provided on the Website does not include official state fees.
3. Payment for services does not include bank charges, all commissions for transfer of funds are charged from you. Your payment obligation shall be deemed to be executed properly from the moment of transfer of the total amount of payment for services to the Company’s banking account.
4. Access to all the paid services is provided to you only after 100% payment of the respective costs.
5. The company itself does not collect, process or store your payment details. The specified billing information is collected by the respective payment system, which is responsible for the security of transfer and storage of the paid funds.

Section 3. Intellectual Property

1. In the process of using the Company's services, you do not acquire any intellectual property rights to the Patent Bot and/or its elements and any objects and content that is present in the Patent Bot, except for the information provided by you and the results of services, provided by the Patent Bot.

2. The Company owns all intellectual property rights, including, but not limited to those for all trademarks, service marks, trade names, logos, stamps, and other designations, copyrights for the code, design of the Patent Bot, and Website, including all the content, that has been placed in the Patent Bot and/or on the Website.

3. The right to use the Patent Bot provided by this Agreement to you is limited to the ability to use the Patent Bot "as is", according to its functional purpose, by means, not exceeding the scope of the Patent Bot functionality, and its use as end-user.

Section 4. Confidentiality

1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) years after the termination or expiration of this Agreement.

4. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

5. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

6. You understand and agree that the Company may assign its employees or independent contractors to perform trademark search and prosecution, (e.g. filing and renewal) services. The Company will require such employees and independent contractors to sign a confidentiality agreement which will, among other things, prohibit the unauthorized use or disclosure of confidential information and trade secrets. In the event of unauthorized use or disclosure of confidential information and trade secrets by such independent contractors, the Company shall take appropriate legal action against them. However the Company, and its officers and directors, shall not be liable for any such unauthorized use or disclosure of confidential information and trade secrets by independent contractors, and you hereby waive any such claim, demand, or cause of action against the Company, its officers and directors.

Section 5. Privacy Policy

1. As a principle, we collect only what we need and will not share your personal information with any third party other than our identity verification partner, should be the latter involved. Even within the Company, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. The Company is the only data controller and processor.

2. Company collects information from running the website and products, provided thereto, and uses information, provided to us by you. When you visit the Website or use the Platform, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location-enabled device with our website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

3. If you use Patent Bot, we may collect and store your contact information - your name, address, phone, email and other similar information.

4. When you use Patent Bot, we collect information about your transactions (such as date, time and amount of transaction) and your other activities and we may collect information about your computer or other access device for fraud prevention purposes. We may collect additional information about you through your interactions with our support team.

5. When you access the Website or use the Patent Bot we (or Google Analytics on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

6. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

7. We reserve our right to share your personal information with:

- our banking partners (if you link a bank account, debit card, or credit card to your account);
- companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your

personal information, and you would as well receive prior notice of any change in applicable policy);

– law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our terms;

– our contractors and agents in each of the jurisdictions in which the bot operates in each case, for the purposes of supporting and improving the proper work of Patent Bot

– other third parties only with your prior consent or direction to do so.

8. Except cases permitted by the Privacy Policy or with your consent, we will not share your personal information with any third party for any purpose.

9. We are working all over the world. We reserve the right to transfer personal information to countries other than the one in which these data were originally collected for the following list of non-exhaustive reasons:

- we manage and could continue to manage servers in a number of jurisdictions around the world, so the server on which your personal information is used and stored may be outside of your jurisdiction;

- as specified above, we reserve the right to transfer your personal information within our contractors and agents in each of the jurisdictions in which the bot operates in each case, for the purposes of supporting and improving the proper work of Patent Bot;

- any of the third parties mentioned above may also be located and / or used and / or stored your personal information outside of your jurisdiction for the purposes described in this section.

10. In all of the above cases your personal information may be transferred to a jurisdiction that does not have data protection laws that are substantially similar to the laws of your jurisdiction or serve the same purpose. When we transfer your personal information to other countries, we will protect this Personal Information as described in this Privacy Policy.

11. In particular, we may need to transfer your personal information to countries where an adequate level of protection is not expected to be provided in accordance with EU data protection laws. However, we will ensure that the transfer of any data is consistent with the applicable legal requirements (for example, by adopting an appropriate data protection policy and / or contractual measures). For additional information, please contact our Privacy Officer.

12. By accessing the terms of this Privacy Policy, you agree to the transfer of your personal information for the purposes described in this Privacy Policy. You have the right to withdraw your consent at any time, but note that if you do not agree with such a transfer of data or if you withdraw your consent to the transfer, you will not be able to use all or some of our Services.

13. You may access, review and edit your personal information at any time by sending an e-mail request to me@patent.bot.lawyer.

Section 6. Warranties and Disclaimers

1. By accessing the Services, you acknowledge and agree that you have read this Agreement, are at least eighteen (18) years of age, and wish to be bound by the terms and conditions set forth herein. If you are not at least eighteen (18) years of age or do not wish to be bound hereby, you are not authorized to use the Services.

2. You agree to use the Services only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the

relevant jurisdictions (including any laws regarding the export of data or software to and from the European Union, United States or other relevant countries).

3. You understand and agree that the services provided to you by the Company hereunder do not constitute a legal opinion or advice of any kind or nature as to any aspect of the trademark. The Company's trademark searches are based solely on public information made available e.g. by the Ukraine Patent and Trademark Office, and assume the proper recordation and indexing of all such information. Relevant trademark information filed with the trademark granting authorities but not yet made available for public scrutiny, or information which has not been properly recorded or indexed, or information which is missing or misinterpreted for any reason whatsoever may not be taken into account for purposes of the trademark searches and the Company assumes no responsibility for discovering or disclosing of such information as part of any trademark search or for accuracy or correctness of any information.

4. You agree that the Company has no liability of any kind or nature for failing to provide you with any information, including but not limited to (i) information submitted to any trademark granting authority, but not yet available to the public, (ii) information submitted to any trademark granting authority not properly indexed or recorded, or (iii) trademark information disclosed by any trademark granting authority after the date stated on the trademark search.

5. Any assessments made by the Patent Bot are based upon the system's interpretation of the information you provided in your disclosure to us. Our system does not practice law; therefore, you are encouraged to engage legal counsel to assess the documents we provide to you.

6. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

7. You acknowledge and agree that your use of the Patent Bot is at your sole risk. The Company does not make any representation or warranty for the accuracy, reliability, or quality of the services or any content appearing in the services.

8. The Company is not responsible for any failures, delays or interruptions of the services. The services are provided to you "as is" and the Company makes no representation or warranty of any kind to you, either express or implied.

Section 7. Limitation of Liability

1. You agree to indemnify, defend and hold the Company, its officers, directors, affiliates and third party information providers harmless from any claim, expense or demand, including without limitation reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

2. You acknowledge and agree that under no circumstances will the Company be liable, in whole or in part, for any loss or damage caused by your reliance on the services or caused by your conduct or for any loss or injury caused by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information and the Company content obtained through the services. The Company does not guarantee continuous, uninterrupted or secure access to the services, and the operation of the services may be interfered with by numerous factors outside of our control.

3. In no event shall the Company be liable for any losses, expenses, costs, or indirect, incidental, special, consequential or punitive damages, arising out of or in connection with your use of the services, including without limitation for lost profits or business, or anticipated lost profits or business, even if advised of the possibility of such damages. The Company's aggregate liability to you or any third party in any circumstance arising out of or

related to the services or this agreement is limited to USD 10 or the amount of the fee paid by you for a particular order (whichever is less).

Section 8. Dispute Resolution; Arbitration

1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

3. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at me@patent.bot.lawyer. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

4. Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with the LCIA Arbitration Rules of the London Court of International Arbitration, which are hereby incorporated by reference. The LCIA Arbitration Rules of the London Court of International Arbitration are available on the LCIA website. By agreeing to be bound by this Agreement, you either (i) acknowledge and agree that you have read and understand the LCIA Arbitration Rules, or (ii) waive your opportunity to read the LCIA Arbitration Rules and any claim that the LCIA Arbitration Rules are unfair or should not apply for any reason.

Section 9. Other Conditions

1. This Agreement constitutes the entire agreement and understanding between you and us and govern your use of the Website and Patent Bot, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Agreement).

2. This Agreement is effective unless and until terminated by either you or us. You may terminate this Agreement at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website and/or Patent Bot.

3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of this Agreement, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

4. This Agreement shall be governed by and construed in accordance with the laws of Ukraine, without regard to the principles of conflicts of law of any jurisdiction.
5. Technical support is conducted in electronic form at me@patent.bot.lawyer e-mail.
6. All issues, that are not regulated by this Agreement, are regulated by the current legislation of Ukraine.
7. All communications related to the implementation of the Parties to this Agreement should be sent electronically by the way of filling in the form in the Patent Bot <https://m.me/patentbot.online>. You guarantee that the scanned copies, transmitted by electronic means have the force of the original.